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United States Department of Agriculture,

INSECTICIDE AND FUNGICIDE BOARD.

J. K. HAYWOOD, *Chairman*; M. B. WAITE, A. L. QUAINANCE, J. A. EMERY.

SERVICE AND REGULATORY ANNOUNCEMENTS.¹

No. 33.

N. J. 601-625.

[Approved by the Secretary of Agriculture, Washington, D. C., December 1, 1920.]

NOTICES OF JUDGMENT UNDER THE INSECTICIDE ACT OF 1910.

[Given pursuant to section 4 of the Insecticide Act of 1910, Washington, D. C.]

601. Misbranding of "Pino-Lyptol Creozone." U. S. v. Pino-Lyptol Chemical Co. Plea of guilty. Fine, \$25.—(I. & F. No. 757. Dom. No. 14509.)

On April 27, 1920, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against the Pino-Lyptol Chemical Co., a corporation, New York, N. Y., alleging the shipment by the said defendant, on July 11, 1918, from the State of New York into the State of New Jersey, of a quantity of an article, contained in 6 cans, labeled "Pino-Lyptol Creozone," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels affixed to the cans containing the article represented that the article was not poisonous, whereas in truth and in fact, the article was poisonous; and in this, that statements, borne on the labels affixed to the cans containing the article, represented that the article, when used and applied in the method and manner and in the strength and proportion as directed, would in all cases and under all conditions make sanitary quarters occupied or used by horses, and would be effective in preventing the infection of pink-eye, glanders, and other infectious diseases of horses, whereas in fact and in truth, the article, when used and applied in the strength and proportion as directed, would not in all cases and under all conditions make sanitary quarters occupied or used by horses, and would not be effective in preventing the infection of pink-eye, glanders, and other infectious diseases of horses; and in this, that statements, borne on the

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labels affixed to the cans containing the article, represented that the article, when used and applied in the method and manner and in the strength and proportion as directed, would kill all insect pests, other than lice, on horses, would cure all types and varieties of scratches on horses, and would reduce all cases of inflammation, whereas in fact and in truth, the article, when used and applied in the method and manner and in the strength and proportion as directed, would not kill all insect pests, other than lice, on horses, would not cure all types and varieties of scratches on horses, and would not reduce all cases of inflammation; and in this, that statements, borne on the labels affixed to the cans containing the article, represented that the article, when used and applied in the method and manner and in the strength and proportion as directed, would kill all germs and would render harmless all germ laden dust, whereas in fact and in truth, the article, when used and applied in the method and manner and in the strength and proportion as directed, would not kill all germs and would not render harmless all germ laden dust; and in this, that a statement, borne on the labels affixed to the cans containing the article, represented that the use of the article would be a protection against malaria, yellow fever and all other contagious diseases, whereas in truth and in fact, the use of the article in the method and manner as directed, would not be a protection against malaria, yellow fever or all other contagious diseases; and in this, that statements, borne on the labels affixed to the cans containing the article, represented that the article, when mixed in the proportion of one gallon of the article to one hundred gallons of water, would make a two per centum mixture of the article, and that the article, when mixed in the proportion of one pint of the article to twelve gallons of water, would make a two per centum mixture of the article, and that the article, when mixed in the proportion of one-quarter of a pint thereof to three gallons of water, would make a two per centum mixture of the article, and that the article, when mixed in the proportion of two tablespoonfuls thereof to one gallon of water, would make a two per centum mixture of the article, whereas in truth and in fact, the article, when mixed in the proportion of one gallon thereof to one hundred gallons of water, would not make a two per centum mixture of the article, and the article, when mixed in the proportion of one fluid pint thereof to twelve gallons of water, would not make a two per centum mixture of the article, and the article, when mixed in the proportion of one-quarter of a fluid pint thereof to three gallons of water, would not make a two per centum mixture of the article, and the article, when mixed in the proportion of two tablespoonfuls thereof to one gallon of water, would not make a two per centum mixture of the article; and in this, that a statement, borne on the labels affixed to the cans containing the article, represented that the article, when used in the method and manner and in the strength and proportion as directed, would disinfect closets and sinks, whereas in truth and in fact, the article, when used in the method and manner and strength and proportion as directed, would not disinfect closets or sinks; and in this, that statements, borne on the labels affixed to the cans containing the article, represented that the article, when used in the method and manner and in the strength and proportion as directed, would keep dogs' coats free from all insects, whereas in truth and in fact, the article, when used in the method and manner and in the strength and proportion as directed, would not keep dogs' coats free from all insects; and in this, that statements, borne on the labels affixed to the cans containing the article, represented that the article, when used in the method and manner and in the strength and proportion as directed, would drive out all kinds of flies and all kinds of insects from stables, barns, and workrooms, whereas in truth and in fact, the article, when used in

the method and manner and in the strength and proportion as directed, would not drive out all kinds of flies or all kinds of insects from stables, barns, or workrooms. Misbranding of the article was alleged further in that it consisted partially of an inert substance, to wit, water, which said inert substance and ingredient does not and did not prevent, destroy, repel, or mitigate insects or fungi, and the name and the percentage amount of the said inert ingredient were not stated plainly and correctly, or at all, on each or any label affixed to each or any of the cans containing the article, nor in lieu of the name and the percentage amount of the said inert ingredient, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredient, stated plainly and correctly, or at all, on each or any label affixed to each or any of the said cans.

On April 28, 1920, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$25.

602. Misbranding of "Sunflower Bug Skidoo." U. S. v. Omaha Horse, Cattle & Hog Remedy Co. Plea of guilty. Fine, \$10. (I. & F. No. 831. Dom. No. 14235.)

On April 26, 1920, the United States attorney for the District of Nebraska, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against Omaha Horse, Cattle & Hog Remedy Co., a corporation, Omaha, Nebr., alleging the shipment by the said defendant, on May 21, 1918, from the State of Nebraska into the State of Iowa, of a quantity of an article contained in 339 cartons, labeled "Sunflower Bug Skidoo," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that statements borne on the cartons containing the article represented that the article, when used and applied in the method and manner as directed, would keep gardens free from bugs, and would be effective against bugs that infest or attack cabbage, cucumbers, melons, turnips, rose bushes, and other garden and ornamental plants, whereas in fact and in truth, the article, when used and applied in the method and manner as directed, would not keep gardens free from bugs, and would not be effective against bugs that infest or attack cabbage, cucumbers, melons, turnips, rose bushes, and other garden and ornamental plants. Misbranding of the article was alleged further in that it consisted completely of inert substances, which said inert substances do not and did not prevent, destroy, repel, or mitigate insects, to wit, insects that infest or attack garden and ornamental plants, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly, or at all, on each or any of the cartons or on each or any label affixed thereto.

On April 30, 1920, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$10.

603. Misbranding of "Rat Snap." U. S. v. Merchants Drug Co. Plea of guilty. Fine, \$25 and costs. (I. & F. No. 828. Dom. No. 14390.)

On May 4, 1920, the United States attorney for the District of Maryland, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district, an information against the Merchants Drug Co., a corporation, Easton, Md., alleging the shipment by the said defendant, on July 9, 1918, from the State of Maryland into the State of Louisiana,

of a quantity of an article, contained in 36 boxes or packages which were enclosed in three cartons, labeled "Red Snap Dessert for Rats and Mice and Roaches," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels affixed to each of the three cartons enclosing the 36 boxes or packets containing the article, and a statement borne on the labels affixed to each of the 36 boxes or packets, represented that the article, when applied in the method and manner as directed, would exterminate all rats in places infested therewith, whereas in fact and in truth, the article, when applied in the method and manner as directed, would not exterminate rats in places infested therewith; and in this, that statements borne on the labels affixed to each of the 36 boxes or packets containing the article represented that the article, when applied in the method and manner as directed, would chemically cremate the bodies of rats or mice, killed by the article, whereas in fact and in truth, the article, when applied in the method and manner as directed, would not chemically cremate the bodies of rats or mice killed by the article. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than free phosphorous, which said inert substances and ingredients do not and did not prevent, destroy, repel or mitigate insects, to wit, roaches, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly, or at all, on each or any label affixed to each or any of the 36 boxes or packets containing the article, or on each or any label affixed to each or any of the three cartons enclosing the said 36 boxes or packets; nor in lieu of the names and the percentage amounts of the said inert ingredients, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients, stated plainly and correctly or at all, on each or any label affixed to each or any of the said 36 boxes or packets or any of the said three cartons.

On May 4, 1920, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$25 and costs.

604. Adulteration and misbranding of "Absolutely Pure Insect Powder S & F Brand." U. S. v. Stallman & Co. Plea of guilty. Fine, \$1.00. (I. & F. No. 818, Dom. No. 14581.)

On April 30, 1920, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court for the United States for the said district an information against Stallman & Company, a corporation, New York, N. Y., alleging the shipment by said defendant, on February 15, 1919, from the State of New York into the State of California, of a quantity of an article contained in one keg, labeled "Absolutely Pure Insect Powder S & F Brand," which was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that a statement, borne on the keg containing the article, purported and professed that the standard and quality of the article were such that the article was composed of pulverized insect flowers, that is to say, the flowers of a species or species of the chrysanthemum plant having insecticidal properties, whereas, the strength and purity of the article fell below the said professed standard and quality in that the article, in fact and in truth, was composed partially of the

pulverized tissues of the plant known as the field daisy, which said substance does not have insecticidal properties. Adulteration of the article was alleged further in that a statement, borne on the keg containing the article, purported and professed that the article was composed wholly of pulverized insect flowers, that is to say, the flowers of a species or species of the chrysanthemum plant having insecticidal properties, whereas, a substance other than pulverized insect flowers, to wit, the pulverized tissues of the plant known as the field daisy, which said substance does not have insecticidal properties, had been substituted in part for the article, to wit, pulverized insect flowers.

Misbranding of the article was alleged (1) in that the package bore a statement regarding the article which was false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that a statement, borne on the keg containing the article, represented that the article was composed wholly of pulverized insect flowers, that is to say, the flowers of a species or species of the chrysanthemum plant having insecticidal properties, whereas in fact and in truth, the article was composed partially of the pulverized tissues of the plant known as the field daisy, which said substance does not have insecticidal properties. Misbranding of the article was alleged further in that it consisted partially of an inert substance, to wit, the pulverized tissues of the plant known as the field daisy, which said inert substance and ingredient does not and did not prevent, destroy, repel, or mitigate insects, and the name and the percentage amount of the said inert ingredients were not stated plainly and correctly, or at all, on any label affixed to the keg containing the article, nor in lieu of the name and the percentage amount of the said inert ingredient, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredient of the article, stated plainly and correctly on any label affixed to the said keg.

On May 5, 1920, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$1.

605. Adulteration and misbranding of "Acme Chlorinated Lime." U. S. v. 494 Cans of "Acme Chlorinated Lime." Default decree of condemnation and forfeiture. Product ordered destroyed. (I. & F. No. 766, Dom. No. 15310. S. 66.)

On September 26, 1919, the United States attorney for the District of Massachusetts, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district a libel praying the seizure for condemnation and forfeiture of 494 cans of an article labeled "Acme Chlorinated Lime." It was alleged in the libel that the article had been shipped on or about August 8, 1919, by A. Mendleson's Sons, Albany, N. Y., and had been transported from the State of New York into the State of Massachusetts for the purpose of sale, and remained in the original unbroken packages at Worcester, Mass., and that the article was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel in that statements borne on the labels affixed to the cans purported and professed that the standard and quality of the article were such that the article contained available chlorine in the proportion of 30 per centum; that the article contained inert ingredients, that is to say, substances which do not prevent, destroy, repel, or mitigate insects or fungi, in the proportion of 70 per centum, whereas, the strength and purity of the article fell below the said professed standard and quality in that, in fact and in truth, the article contained available chlorine in a proportion less than 30 per centum, and the article contained inert substances, that is to say,

substances which do not prevent, destroy, repel, or mitigate insects or fungi, in a proportion greater than 70 per centum.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that statements borne on the labels affixed to the cans represented that the article contained available chlorine in the proportion of 30 per centum, and that the article contained inert ingredients, that is to say, substances which do not prevent, destroy, repel, or mitigate insects or fungi, in the proportion of 70 per centum; whereas in truth and in fact, the article contained available chlorine in a proportion less than 30 per centum, and the article contained inert ingredients, that is to say, substances which do not prevent, destroy, repel, or mitigate insects or fungi, in a proportion greater than 70 per centum. Misbranding of the article was alleged further in that a statement borne on the labels affixed to the outside of the cans represented that the contents of each of the cans were, in terms of weight, 12 ounces of the said article, whereas, the contents of each of the cans were not correctly stated, in that in fact and in truth, the contents of each of the cans were, in terms of weight, less than 12 ounces of the said article.

On May 10, 1920, no claimant having appeared for the article, and no answer to the libel having been filed, and a default having been entered, a decree of condemnation and forfeiture was entered, and it was ordered that the article be destroyed by the United States marshal.

606. Adulteration and misbranding of "Acme Chlorinated Lime." U. S. v. 100 Cans of "Acme Chlorinated Lime." Default decree of condemnation and forfeiture. Product ordered destroyed. (I. & F. No. 775. Dom. No. 14690. S. 69.)

On October 6, 1919, the United States attorney for the District of Massachusetts, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district a libel praying the seizure for condemnation and forfeiture of 100 cans of an article labeled "Acme Chlorinated Lime." It was alleged in the libel that the article had been shipped on or about September 4, 1919, by A. Mendleson's Sons, Albany, N. Y., and had been transported from the State of New York into the State of Massachusetts for the purpose of sale, and remained unsold in the original unbroken packages at Boston, Mass., and that the article was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel in that statements borne on the labels affixed to the cans purported and professed that the standard and quality of the article were such that the article contained available chlorine in the proportion of 30 per centum; and that the article contained inert ingredients, that is to say, substances which do not prevent, destroy, repel, or mitigate insects or fungi, in the proportion of 70 per centum; whereas, the strength and purity of the article fell below the said professed standard and quality in that, in fact and in truth, the article contained available chlorine in a proportion less than 30 per centum and the article contained inert substances, that is to say, substances which do not prevent, destroy, repel, or mitigate insects or fungi, in a proportion greater than 70 per centum.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that statements borne on the labels affixed to the cans represented that the article contained available chlorine in the proportion of

30 per centum, and that the article contained inert ingredients, that is to say, substances which do not prevent, destroy, repel, or mitigate insects or fungi, in the proportion of 70 per centum; whereas in truth and in fact, the article contained available chlorine in a proportion less than 30 per centum, and the article contained inert ingredients, that is to say, substances which do not prevent, destroy, repel, or mitigate insects or fungi, in a proportion greater than 70 per centum. Misbranding of the article was alleged further in that a statement borne on the labels affixed to the outside of the cans represented that the contents of each of the cans were, in terms of weight, 12 ounces of the said article, whereas, the contents of each of the cans were not correctly stated, in that, in fact and in truth, the contents of each of the cans were, in terms of weight, less than 12 ounces of the said article.

On May 10, 1920, no claimant having appeared for the article, and no answer to the libel having been filed, and a default having been entered, a decree of condemnation and forfeiture was entered, and it was ordered that the article be destroyed by the United States marshal.

607. Adulteration and misbranding of "Smith's Arsenate of Lead Products." U. S. v. 456 Cartons of "Smith's Arsenate of Lead Products." Default decree of condemnation and forfeiture. Product ordered destroyed. (I. & F. No. 789. Dom. No. 15302. S. 74.)

On October 22, 1919, the United States attorney for the District of Massachusetts, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district a libel praying the seizure for condemnation and forfeiture of 456 cartons of an article labeled "Smith's Arsenate of Lead Products." It was alleged in the libel that the article had been shipped on or about February 19, 1919, by H. J. Smith, trading and doing business under the name of H. J. Smith Co., Cleveland, Ohio, and had been transported from the State of Ohio into the State of Massachusetts for the purpose of sale, and remained unsold in the original unbroken packages at Springfield, Mass., and that the article was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel in that the words, "Dry Powdered Arsenate of Lead Products," borne on the labels affixed to the cartons, purported and professed that the standard and quality of the article were those of arsenate of lead, whereas, the strength and purity of the article fell below the said professed standard and quality in that the article was not arsenate of lead but was a mixture of arsenate of lead and substances other than arsenate of lead, to wit, calcium arsenate, lime, magnesium oxide, and other substances and compounds. Adulteration of the article was alleged further in that the words, "Dry Powdered Arsenate of Lead Products," purported and professed that the article was arsenate of lead, whereas, the article was not arsenate of lead but certain substances other than arsenate of lead, to wit, calcium arsenate, lime, magnesium oxide, and other substances and compounds, had been substituted in part for arsenate of lead in the said article. Adulteration of the article was alleged further in that the said H. J. Smith in an invoice sent by him to the consignee of the article, designated and described the article as "Arsenate of Lead," which said words purported and professed that the standard and quality of the articles were those of arsenate of lead, whereas, the strength and purity of the article fell below the said professed standard and quality in that the article was not arsenate of lead, but the article consisted partially of substances other than arsenate of lead, to wit, calcium arsenate, lime, magnesium oxide, and other substances and compounds. Adulteration of the article was alleged further in that by reason of statements borne on the labels affixed to

the cans the article was intended to be used on all kinds of fruit trees in the strength and proportion and in the method and manner directed by the said statements, whereas, the article, when prepared, and when used on and applied to certain kinds of fruit trees, to wit, the peach and the Japanese plum, in the strength and proportion and in the method and manner as directed by the said statements, would cause injury to the said fruit trees, to wit, the peach and the Japanese plum.

Misbranding of the article was alleged in the libel (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that the statement, "Dry Powdered Arsenate of Lead," borne on the labels affixed to the cartons, represented that the article was arsenate of lead, whereas in fact and in truth, the article was not arsenate of lead but consisted of a mixture of arsenate of lead and substances other than arsenate of lead, to wit, calcium arsenate, lime, magnesium oxide, and other substances and compounds; and in this, that statements borne on the labels affixed to the cartons represented that the article, when used in the strength and proportion and in the method and manner as directed by the said statements, would be effective against all leaf-chewing, all bud-chewing, and all fruit-chewing insects that infest all fruit and all shade trees, whereas in fact and in truth, the article when used in the strength and proportion and in the method and manner as directed, would not be effective against all leaf-chewing, all bud-chewing, and all fruit-chewing insects which infest all fruit and all shade trees. Misbranding of the article was alleged further in that the said H. J. Smith in an invoice sent by him to the consignee of the article, designated and described the article as "Arsenate of Lead," whereas in fact and in truth, the article was not arsenate of lead but was an imitation of arsenate of lead, and was offered for sale under the name of another article, to wit, arsenate of lead.

On May 10, 1920, no claimant having appeared for the article, and no answer to the libel having been filed, and a default having been entered, a decree of condemnation and forfeiture was entered, and it was ordered that the article be destroyed by the United States marshal.

608. Adulteration and misbranding of "Smith Arsenate of Lead Dry Powdered." U. S. v. 500 Packages of "Smith's Arsenate of Lead Dry Powdered." Default decree of condemnation and forfeiture. Product ordered destroyed. (I. & F. No. 864. Dom. No. 15429. S. 76.)

On March 9, 1920, the United States attorney for the District of Columbia, acting upon a report by the Secretary of Agriculture, filed in the Supreme Court of the District of Columbia a libel praying the seizure for condemnation and confiscation of a quantity of an article, contained in 500 packages, labeled "Smith Arsenate of Lead Dry Powdered. * * * Manufactured for H. J. Smith & Company." It was alleged in the libel that the article was being offered for sale and was being sold in the District of Columbia, and that it was an adulterated and misbranded insecticide other than Paris green and lead arsenate within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel in that statements borne on the labels affixed to the packages purported and professed that the standard and quality of the article were those of lead arsenate, and were such that the article contained arsenate of lead in a proportion of not less than 98 per centum, and were such that the article contained inert ingredients, that is to say, substances which do not prevent, destroy, repel or mitigate insects, in a proportion

not more than 2 per centum, and were such that the article contained arsenic in water-soluble form, equivalent to and expressed as metallic arsenic, in a proportion not more than one-half of one per centum; whereas, the strength and purity of the article fell below the said professed standard and quality: In this, that the article was not arsenate of lead, but consisted of a mixture of arsenate of lead and substances other than arsenate of lead, to wit, arsenate of calcium and other substances; and that the article, in fact and in truth, contained arsenate of lead in a proportion less than 98 per centum; and that the article, in fact and in truth, contained inert ingredients, that is to say, substances which do not prevent, destroy, repel or mitigate insects, in a proportion greater than 2 per centum; and that the article contained arsenic in water-soluble form, equivalent to and expressed as metallic arsenic, in a proportion greater than one-half of one per centum. Misbranding of the article was alleged further (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels affixed to the packages represented that the article was lead arsenate, that the article contained arsenate of lead in a proportion not less than 98 per centum, that the article contained inert ingredients, that is to say, substances which do not prevent, destroy, repel, or mitigate insects, in a proportion not greater than 2 per centum, and that the article contained arsenic in water-soluble form, equivalent to and expressed as metallic arsenic, in a proportion not greater than one-half of one per centum; whereas in fact and in truth, the article was not lead arsenate, but was and consisted of a mixture of lead arsenate and substances other than lead arsenate, to wit, calcium arsenate and other substances; and the article contained arsenate of lead in a proportion less than 98 per centum; and the article contained inert ingredients, that is to say, substances which do not prevent, destroy, repel or mitigate insects, in a proportion greater than 2 per centum; and the article contained arsenic in water-soluble form, equivalent to and expressed as metallic arsenic, in a proportion greater than one-half of one per centum. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than lead arsenate and calcium arsenate, which said inert substances and ingredients do not and did not prevent, destroy, repel or mitigate insects, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any label affixed to each or any of the packages containing the article, nor in lieu of the names and the percentage amounts of the said inert ingredients, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients, stated plainly and correctly on each or any label affixed to each or any of the said packages.

On May 10, 1920, no claimant for the goods having appeared, and no answer to the libel having been filed, a decree of confiscation and condemnation was entered, and the goods were ordered destroyed by the United States marshal.

609. Misbranding of "Red Soluble Pine." U. S. v. Hunt Manufacturing Co. Plea of guilty. Fine, \$25 and costs. (I. & F. No. 833. Dom. No. 14740.)

On April 27, 1920, the United States attorney for the Northern District of Ohio, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against Hunt Manufacturing Co., a corporation, Cleveland, Ohio, alleging the shipment by the said defendant, on March 25, 1919, from the State of Ohio into the State of

Virginia, of a quantity of an article, contained in 3 barrels, designated "Red Soluble Pine," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that the article consisted partially of an inert substance, to wit, water, which said inert substance does not and did not prevent, destroy, repel or mitigate insects or fungi, and the name and the percentage amount of the said inert ingredient were not stated plainly and correctly, or at all, on each or any of the barrels containing the article or on each or any label affixed thereto, nor in lieu of the name and the percentage amount of the said inert ingredient, were the names and the percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert ingredient, stated plainly and correctly, or at all, on each or any of the said barrels or on each or any label affixed thereto.

On May 11, 1920, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$25 and costs.

610. Adulteration and misbranding of "Hood River Spra-Oil." U. S. v. J. C. Butcher (J. C. Butcher Co.). Plea of guilty. Fine, \$25. (C. & F. No. 837. Dom. No. 14580.)

On May 18, 1920, the United States attorney for the District of Oregon, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against J. C. Butcher, Hood River, Oregon, trading and doing business under the name of The J. C. Butcher Co., alleging the shipment by the said defendant, on January 13, 1919, from the State of Oregon into the State of California, of a quantity of an article, contained in 90 barrels, labeled "Hood River Spra-Oil," which was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that a statement borne on tags affixed to the barrels purported and professed that the standard and quality of the article were such that it contained water in a proportion not more than five per centum, whereas, the strength and purity of the article fell below the said professed standard and quality in that the article, in fact and in truth, contained water in a proportion greater than five per centum.

Misbranding of the article was alleged (1) in that the packages and labels bore a statement regarding the article which was false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that a statement borne on tags affixed to the barrels represented that the article contained water in a proportion not more than five per centum, whereas in fact and in truth, the article contained water in a proportion greater than five per centum.

On May 18, 1920, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$25.

611. Misbranding of "Lion Brand Concentrated Kerosene Emulsion." U. S. v. The James A. Blanchard Co. Plea of guilty. Fine, \$50. (C. & F. No. 865. Dom. No. 14781.)

On May 11, 1920, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against The James A. Blanchard Co., a corporation, New York, N. Y., alleging the shipment by the said defendant, on January 22, 1919, from the State of New York into the State of Georgia, of a quantity of an article, contained in 12 cans, labeled

"Lion Brand Concentrated Kerosene Emulsion," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that the statement, "1 quart," borne on the outside of each of the cans, represented that the contents of each of the cans were, in terms of measure, one quart of the said article, whereas, the contents of each of the cans were not plainly and correctly stated on the outside of each of the cans, in that the contents of each of the cans were, in fact and in truth, less than one quart of the article.

On May 26, 1920, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$50.

612. Misbranding of "Liquid K K K." U. S. v. Lehn & Fink. Plea of guilty. Fine, \$25. (I. & F. No. 867. Dom. No. 15232.)

On June 2, 1920, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against Lehn & Fink, a corporation, New York, N. Y., alleging the shipment by the said defendant, on June 9, 1919, from the State of New York into the State of New Jersey, of a quantity of an article, contained in 12 bottles, labeled "6 Fluid ounces Liquid K K K * * *. Manufactured by A. J. Ditman, 2 Barclay St., N. Y.," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that the statement, "6 Fluid ounces," borne on the labels affixed to the outside of the bottles, represented that the contents of each of the bottles were, in terms of measure, six fluid ounces of the said article, whereas, the contents of each of the bottles were not plainly and correctly stated on the outside thereof, in that the contents of each of the bottles were, in fact and in truth, less than six fluid ounces of the said article.

On June 2, 1920, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$25.

613. Adulteration and misbranding of "Optimus Tree Soap." U. S. v. Stewart & Holmes Drug Co. Plea of guilty. Fine, \$45. (I. & F. No. 839. Dom. No. 13241.)

On May 10, 1920, the United States attorney for the Western District of Washington, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against Stewart & Holmes Drug Co., a corporation, Seattle, Wash., alleging shipment by the said defendant, on May 25, 1917, from the State of Washington into the State of Idaho, of a quantity of an article, contained in 12 packages, labeled "Optimus Tree Soap," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that a statement borne on the labels affixed to the packages purported and represented that the contents of each of the packages were, in terms of weight, one pound of the article, whereas, the contents of each of the packages so stated on the outside thereof were not plainly and correctly stated, in that the contents of each of the packages were, in fact and in truth, less than one pound of the article. Misbranding of the article was alleged further (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the packages represented that

the article was adapted for killing and preventing all of the various fungus diseases and all of the various insects and insect pests that infest or attack trees, plants, shrubs, and vines, and that the article could be so used and applied as to kill and prevent all of the said various fungus diseases and all of the said insects and insect pests that infest or attack trees, plants, shrubs, and vines, whereas in fact and in truth, the article was not adapted for killing or preventing all of the various fungus diseases or all of the various insects or insect pests that infest or attack trees, plants, shrubs, or vines, and the article could not be so used and applied as to prevent all of the various fungus diseases and all of the insects and insect pests that infest or attack trees, plants, shrubs, or vines; and in this, that statements borne on the packages of the article represented that the article, when used and applied in the method and manner and in the strengths and proportions as directed by the said statements, would be effective against the codling moth, the canker worm, all kinds of caterpillars, all kinds of worms, and all insects and insect pests that infest or attack fruit trees, whereas in fact and in truth, the article, when used and applied in the method and in the strengths and proportions as directed, would not be effective against the codling moth, the canker worm, all kinds of caterpillars, all kinds of worms, or all insects or insect pests that infest or attack fruit trees; and in this, that statements borne on the packages of the article represented that the article, when used and applied in the strength and proportion and in the method and manner as directed by the said statements, would exterminate all kinds of insects and insect pests that infest or attack fruit trees, and would destroy the larvæ and eggs thereof, whereas in fact and in truth, the article, when used and applied in the strength and proportion and in the method and manner as directed, would not exterminate all kinds of insects and insect pests that infest or attack fruit trees, and would not destroy the larvæ or eggs thereof; and in this, that statements borne on the packages of the article represented that the article, when used and applied in the method and manner and in the strength and proportion as directed by the said statements, would kill and prevent mildew and all of the various fungous diseases and all of the various insects and insect pests that infest or attack rose bushes, whereas in fact and in truth, the article, when used and applied in the method and manner and in the strength and proportion as directed, would not kill or prevent mildew or all of the various fungous diseases, or all of the various insects or insect pests that infest or attack rose bushes; and in this, that a statement borne on the packages of the article represented that the article, when used and applied in the strength and proportion and in the method and manner as directed by the said statement, would be effective against all kinds of borers that infest or attack fruit trees, whereas in fact and in truth, the article, when used and applied in the strength and proportion and in the method and manner as directed, would not be effective against all kinds of borers that infest or attack fruit trees; and in this, that statements borne on a pamphlet or circular inclosed in each of the packages of the article represented that the article was adapted for preventing and destroying all kinds of insects, all kinds of blights, and all kinds of pests that infest, attack, or affect fruit trees, shrubs, or vines, and that the article could be so used and applied as to prevent or destroy all kinds of insects, all kinds of blights, and all kinds of pests that infest, attack, or affect fruit trees, shrubs, or vines, whereas in fact and in truth, the article was not adapted for preventing or destroying all kinds of insects, or all kinds of blights, or all kinds of pests that infest, attack, or affect fruit trees, shrubs, or vines, and the article could not be so used and applied as to prevent or destroy all kinds of insects, all kinds of blights, or all kinds of pests that infest, attack, or affect

fruit trees, shrubs, or vines; and in this, that statements borne on a pamphlet or circular inclosed in each of the packages of the article represented that the article, when used and applied in the strengths and proportions and in the method and manner as directed by the said statements, would prevent, destroy, or be effective against the canker worm, the codling moth, apple scab, pear scab, borers that attack the prune tree, and the peach tree, mildew of the peach tree, mildew of the apricot tree, the shot-hole fungus that affects the cherry tree, borers that attack the currant bush, worms that attack the currant, the currant fly, the cabbage worm, the mildew of the rose bush, and all pests and fungous diseases that infest, attack, or affect the rose bush, whereas in fact and in truth, the article, when used and applied in the strengths and proportions and in the method and manner as directed, would not destroy, and would not be effective against, the canker worm, the codling moth, apple scab, pear scab, borers that attack the prune tree and the peach tree, mildew of the peach tree, mildew of the apricot tree, the shot-hole fungus that affects the cherry tree, borers that attack the currant bush, worms that attack the currant, the currant fly, the cabbage worm, the mildew of the rose bush, or all pests and fungous diseases that infest, attack, or affect the rose bush; and in this, that statements borne on a pamphlet or circular inclosed in each of the packages represented that the article, when used and applied in the strength and proportion and in the method and manner as directed by the said statements, would exterminate all kinds of insects that infest or attack fruit trees, and would destroy the larvæ and eggs thereof, whereas in fact and in truth, the article, when used and applied in the strength and proportion and in the method and manner as directed, would not exterminate all kinds of insects that attack or infest fruit trees, and would not destroy the larvæ or eggs thereof.

On June 1, 1920, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$45.

614. Adulteration and misbranding of "Fish Oil Soap." U. S. v. Standard Chemical Co. Plea of guilty. Fine, \$30. (I. & F. No. 827. Dom. No. 14597.)

On April 29, 1920, the United States attorney for the Western District of Washington, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against Standard Chemical Company, a corporation, Tacoma, Washington, alleging shipment by the said defendant, on March 17, 1919, from the State of Washington into the State of Oregon, of 200 bars of an article labeled "Fish Oil Soap," which was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in that statements borne on labels affixed to the bars of the article purported and professed that the standard and quality of the article were such that the article contained total fatty acid anhydrides [anhydrides] in the proportion of 78.44 per centum, that the article contained dry soap in the proportion of 86.47 per centum, and that the article contained inert ingredients, that is to say, substances that did not and do not prevent, destroy, repel, or mitigate insects, in the proportion of 13.53 per centum, whereas, the strength and purity of the article fell below the said professed standard and quality, in that the article contained fatty acid anhydrides [anhydrides] in a proportion less than 78.44 per centum, and contained dry soap in a proportion less than 86.47 per centum and contained inert ingredients, that is to say, substances which did not and do not prevent, destroy, repel, or mitigate insects, in a proportion greater than 13.53 per centum.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that statements borne on labels affixed to the bars of the article represented that the article contained total fatty acid anhydrates [anhydrides] in the proportion of 78.44 per centum, and that the article contained dry soap in the proportion of 86.47 per centum, and that the article contained inert ingredients, that is to say, substances which did not and do not prevent, destroy, repel, or mitigate insects, in the proportion of 13.53 per centum, whereas in truth and in fact, the article contained fatty acid anhydrates [anhydrides] in a proportion less than 78.44 per centum, the article contained dry soap in a proportion less than 86.47 per centum, and the article contained inert ingredients, that is to say, substances which did not and do not prevent, destroy, repel, or mitigate insects, in a proportion greater than 13.53 per centum. Misbranding of the article was alleged further in that the article consisted partially of inert substances, that is to say, substances which did not and do not prevent, destroy, repel or mitigate insects, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any label affixed to any of the bars of the article, nor in lieu of the names and the percentage amounts of the said inert ingredients, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients, stated plainly and correctly on each or any label affixed to any of the bars of the article.

On June 12, 1920, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$30.

615. Adulteration and misbranding of "Car-Nol." U. S. v. Cal-Sino Co.
Plea of guilty. Fine, \$10 and costs. (I. & F. No. 844. Dom. No. 14120.)

On June 4, 1920, the United States attorney for the District of Maryland, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against the Cal-Sino Co., a corporation, Baltimore, Md., alleging the shipment by the said defendant, on June 11, 1917, from the State of Maryland into the State of Pennsylvania, of a quantity of an article, contained in 48 bottles, labeled "Car-Nol," which was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that statements borne on the labels affixed to the bottles containing the article purported and professed that the standard and quality of the article were such that the carbolic coefficient of the article was from 4 to 5, and that the article was from 4 to 5 times stronger in bactericidal properties than is carbolic acid, whereas, the strength and purity of the article fell below the said professed standard and quality in that, in fact and in truth, the carbolic acid coefficient of the article was less than 4, and the article was less than 4 times as strong in bactericidal properties than is carbolic acid.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels affixed to the bottles represented that the carbolic acid coefficient of the article was from 4 to 5, and that the article was from 4 to 5 times stronger in bactericidal properties than is carbolic acid, whereas in fact and in truth, the carbolic acid coefficient of the article was less than 4, and the article was less than 4 times stronger in

bactericidal properties than is carbolic acid; and in this, that statements borne on the labels affixed to the bottles represented that the article, when used and applied in the method and manner and in the strengths and proportions as directed by the said statements, would be effective against all types and varieties of mites that infest horses, cattle, swine or dogs, whereas in fact and in truth, the article, when used and applied in the method and manner and in the strengths and proportions as directed by the said statements, would not be effective against all types and varieties of mites that infest horses, cattle, swine or dogs; and in this, that statements borne on the labels affixed to the bottles represented that the article, when used and applied in the method and manner and in the strength and proportion as directed by the said statements, would be effective against all types and varieties of mange, all type and varieties of itch, all types and varieties of scabies, all types and varieties of ticks, and all other kinds of insects that affect or infest horses, cattle, sheep, swine, dogs or poultry, whereas in fact and in truth, the article, when used and applied in the method and manner and in the strength and proportion as directed by the said statements, would not be effective against all types and varieties of itch, all types and varieties of scabies, all types and varieties of ticks, or all kinds of insects that affect or infest horses, cattle, sheep, swine, dogs or poultry; and in this, that statements borne on the labels affixed to the bottles represented that the article, when used and applied in the method and manner and in the strength and proportion as directed by the said statements, would keep off all insects other than flies from horses, and cattle, whereas in fact and in truth, the article, when used and applied in the method and manner and in the strength and proportion as directed by the said statements, would not keep off all insects other than flies from horses or cattle; and in this, that statements borne on the labels affixed to the bottles represented that the article, when used and applied in the method and manner and in the strength and proportion as directed by the said statements, would be an effective remedy for bites of all kinds of insects on man or animals, whereas in fact and in truth, the article, when used and applied in the method and manner and in the strength and proportion as directed by the said statements, would not be an effective remedy for the bites of all kinds of insects on man or animals; and in this, that statements borne on the labels affixed to the bottles represented that the article, when used and applied in the method and manner and in the strength and proportion as directed by the said statements, would disinfect drain pipes, whereas, in fact and in truth, the article, when used and applied in the method and manner and in the strength and proportion as directed by the said statements, would not disinfect drain pipes; and in this, that statements borne on the labels affixed to the bottles represented that the article would if taken internally not be harmful to man or animals, whereas in fact and in truth, the article if taken internally would be harmful to man and animals.

On June 4, 1920, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$10 and costs.

616. Misbranding of "Richardson's Insecticide." U. S. v. Richardson Drug Co. Plea of guilty. Fine, \$15. (I. & F. No. 824. Dom. No. 14203.)

On May 1, 1920, the United States attorney for the District of Nebraska, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against the Richardson Drug Co., a corporation, Omaha, Nebr., alleging the shipment by the said defendant, on April 9, 1918, of an article, contained in 24 cans, designated "Richardson's Insecticide", which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that the article contained arsenic in a combination thereof and in water-soluble form, and the amount of the said arsenic in water-soluble form so present in the article was not stated, expressed as per centum of metallic arsenic, on any label affixed to any of the cans containing the article. Misbranding of the article was alleged further (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels affixed to the cans containing the article represented that the article, when used in the method and manner as directed by the said statements, would kill all kinds of vermin on poultry and would destroy all germs that cause various diseases that affect poultry, whereas in truth and in fact, the article, when used in the method and manner as directed by the said statements, would not kill all kinds of vermin on poultry and would not destroy all germs that cause various diseases that affect poultry; and in this, that statements borne on the labels affixed to the cans containing the article represented that the article, when used in the method and manner as directed by the said statements, would kill all types and varieties of mites on hogs, would kill all kinds of vermin on hogs, and would be effective against all types and varieties of mange that affect hogs, dogs, or other domestic animals, whereas in truth and in fact, the article, when used in the method and manner as directed by the said statements, would not kill all types and varieties of mites on hogs, would not kill all kinds of vermin on hogs, and would not be effective against all types and varieties of mange that affect hogs, dogs, or other domestic animals. Misbranding of the article was alleged further in that the article consisted partially of inert substances, to wit, substances other than naphthalene, pyrethrum powder, and a compound of arsenic and borax, which said inert substances and ingredients do not and did not prevent, destroy, repel, or mitigate insects or fungi, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any label affixed to each or any of the cans containing the article, nor in lieu of the names and the percentage amounts of the said inert ingredients, were the names and the percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert ingredients so present in the article, stated plainly and correctly on each or any label affixed to each or any of the cans containing the article.

On June 9, 1920, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$15.

617. Misbranding of "Sanitoria." U. S. v. James R. Snowden (Snowden Chemical Co.). Plea of guilty. Fine, \$30 and costs. (I. & F. No. 852, Dom. No. 14063.)

On May 24, 1920, the United States attorney for the Western District of Missouri, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against James R. Snowden, trading and doing business under the name and style of the Snowden Chemical Co., at Kansas City, Mo., alleging the shipment by the said defendant, on April 29, 1918, from the State of Missouri into the State of Kansas, of a quantity of an article, contained in 24 bottles, labeled "Sanitoria", which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and

misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements, borne on the labels affixed to the bottles represented that the article, when used and applied in the strengths and proportions and in the method and manner as directed by the said statements, would destroy and would neutralize all odors, would destroy all germs, would purify the air, would destroy all disease, and would be effective as a disinfectant, as a germicide, and as a purifier of and for all places and purposes, whereas in fact and in truth, the article, when used and applied in the strengths and proportions and in the method and manner as directed by the said statements, would not destroy and would not neutralize all odors, would not destroy all germs, would not purify the air, would not destroy all disease, and would not be effective as a disinfectant or as a germicide or as a purifier of or for all places or purposes; and in this, that statements borne on the labels affixed to the bottles represented that the article, when used and applied in the strengths and proportions and in the method and manner as directed by the said statements, would overcome all foul odors and purify the air in and about cesspools, garbage heaps and sewerage, whereas in fact and in truth, the article, when used and applied in the strengths and proportions and in the method and manner as directed by the said statements, would not overcome all foul odors and would not purify the air in or about cesspools, garbage heaps, or sewerage; and in this, that statements borne on each of a number of pamphlets or circulars, packed and contained with the bottles of the article in a box or case in which the said bottles of the article were shipped, represented that the article, when used and applied in the method and manner as directed by the said statements, would destroy and would neutralize all odors, would destroy all germs, would purify the air, would destroy all disease, and would be effective as a disinfectant and germicide and as a purifier of and for all places and purposes, whereas in fact and in truth, the article, when used and applied in the method and manner as directed by the said statements, would not destroy and would not neutralize all odors, would not destroy all germs, would not purify the air, would not destroy all disease, and would not be effective as a disinfectant or as a germicide or as a purifier of or for all places or purposes; and in this, that statements borne on the pamphlets or circulars, packed and contained with the bottles of the article in a box or case in which the said bottles were shipped, represented that the article, when used and applied in the method and manner as directed by the said statements, would overcome all foul odors and would purify the air in or about cesspools, garbage heaps, and sewerage, whereas in fact and in truth, the article, when used and applied in the method and manner as directed by the said statements, would not overcome all foul odors, and would not purify the air in or about cesspools, garbage heaps or sewerage. Misbranding of the article was alleged further in that it consisted partially of an inert substance, to wit, water, which said inert substance and ingredient does not and did not prevent, destroy, repel, or mitigate insects or fungi, and the name and the percentage amount of the said inert ingredient were not stated plainly and correctly, or at all, on each or any label affixed to each or any of the bottles containing the article, nor in lieu of the name and the percentage amount of the said inert ingredient, were the names and the percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert ingredient so present in the article, stated plainly and correctly, or at all, on each or any label affixed to each or any of the said bottles.

On June 12, 1920, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$30 and costs.

618. Adulteration and misbranding of "Clayton's Mange Remedy." U. S. v. George W. Clayton. Plea of guilty. Fine, \$10 and costs. (J. & F. No. 613. Dom. No. 12560.)

On March 20, 1919, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against George W. Clayton, Chicago, Ill., alleging the shipment by the said defendant, on March 7, 1917, from the State of Illinois into the State of Texas, of a quantity of an article, contained in three bottles, labeled "Clayton's Mange Remedy," which was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that a statement borne on the labels affixed to the bottles, and on the cartons inclosing each of the bottles purported and professed that the standard and quality of the article were such that the article contained an inert substance, to wit, water, in the proportion of 61 per centum, and that the article contained glycerine in the proportion of $12\frac{1}{2}$ per centum, and that the article contained alcohol in the proportion of 25 per centum, whereas, the strength and purity of the article fell below the said professed standard and quality, in that, in fact and in truth, the article contained an inert substance, to wit, water, in a proportion much greater than 61 per centum, and the article contained glycerine in a proportion less than $12\frac{1}{2}$ per centum, and the article contained alcohol in a proportion less than 25 per centum.

Misbranding of the article was alleged in the information in that a statement borne on the labels affixed to the bottles represented that the contents of each of the bottles were four fluid ounces of the article, whereas, the contents of each of the bottles were not correctly stated on the outside of the bottles, in that, in fact and in truth, the contents of each of the bottles were less than four fluid ounces of the article. Misbranding of the article was alleged further (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels affixed to the bottles, and borne on a carton inclosing each of the bottles, represented that the article contained an inert substance, to wit, water, in the proportion of 61 per centum, and that the article contained glycerine in the proportion of $12\frac{1}{2}$ per centum, and that the article contained alcohol in the proportion of 25 per centum, whereas in fact and in truth, the article contained water in a proportion greater than 61 per centum, the article contained glycerine in a proportion less than $12\frac{1}{2}$ per centum, and the article contained alcohol in a proportion much less than 25 per centum; and in this, that statements borne on the labels affixed to the bottles represented that the article, when used and applied in the method and manner as directed by the said statements, would be effective against all conditions of eczema in cats and kittens, whereas in fact and in truth, the article, when used and applied in the method and manner as directed by the said statements, would not be effective against all conditions of eczema in cats and kittens. Misbranding of the article was alleged further in that it was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne in a printed pamphlet or circular inclosed in each of the cartons with each of the bottles of the article, and statements borne on the labels affixed to the bottles, represented that the article, when used and applied in the method and manner as directed by the said statements, would be effective against the disease known as follicular mange on cats and kittens, and would be effective against all diseases of the skin of cats and kittens, whereas in fact and in truth, the article, when used and applied in the method

and manner as directed by the said statements, would not be effective against the disease known as follicular mange on cats or kittens, and would not be effective against all diseases of the skin of cats and kittens.

On June 22, 1920, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$10 and costs.

619. Misbranding of "Climax Bed Bug Powder." U. S. v. Charles H. Nichols & Co. Plea of guilty. Fine, \$10 and costs. (I. & F. No. 625. Dom. No. 12902.)

On March 20, 1919, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against Charles H. Nichols & Co., a corporation, Chicago, Ill., alleging the shipment by said company, on June 16, 1916, from the State of Illinois into the State of Rhode Island, of a quantity of an article, contained in 36 packages, labeled "Climax Bed Bug Powder," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements, borne on the labels affixed to the packages containing the article, represented that the article, when used and applied in the method and manner as directed by the said statements, would be effective against bedbugs, flies, fleas, moths, all bugs, all insects, and every species of insect life, whereas in fact and in truth, the article, when used and applied in the method and manner as directed by the said statements, would not be effective against bedbugs, flies, fleas, moths, all bugs, all insects, and every species of insect life.

On June 22, 1920, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$10 and costs.

620. Misbranding of "Solution Cresol Compound." U. S. v. Ottmar M. Krembs. Plea of guilty. Fine, \$25 and costs. (I. & F. No. 739. Dom. No. 14176.)

On December 31, 1919, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against Ottmar M. Krembs, alleging the shipment by the said defendant, on June 27, 1918, from the State of Illinois into the State of Michigan, of a quantity of an article, contained in one barrel, labeled "Solution Cresol Compound," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that the article consisted partially of an inert substance, to wit, water, which said inert substance and ingredient does not and did not prevent, destroy, repel or mitigate insects or fungi, and the name and the percentage amount of the said inert ingredient so present in the article were not stated plainly and correctly, or at all, on each or any label affixed to the barrel containing the article, nor in lieu of the name and the percentage amount of the said inert ingredient present in the article, were the names and percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert ingredient, stated plainly and correctly, or at all, on each or any label affixed to the barrel containing the article.

On June 22, 1920, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$25 and costs.

621. Misbranding of "Knock 'Em." U. S. v. Charles H. Nichols & Co. Plea of guilty. Fine, \$10 and costs. (I. & F. No. 761. Dom. No. 13918.)

On December 31, 1919, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against Charles H. Nichols & Co., a corporation, Chicago, Ill., alleging the shipment by the said defendant, on March 7, 1918, from the State of Illinois into the District of Columbia, of a quantity of an article, contained in one bottle, labeled "Knock 'Em," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the package and label bore a statement regarding the article which was false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that a statement borne on the label affixed to the bottle containing the article represented that the article would be effective against all kinds of bugs, whereas in truth and in fact, the article would not be effective against all kinds of bugs. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, water, glycerine, and borax, which said inert substances and ingredients do not and did not prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of each and every one of the said inert ingredients so present in the article were not stated plainly and correctly, or at all, on each or any label affixed to the bottle containing the article, nor in lieu of the names and the percentage amounts of the said inert ingredients, were the names and percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients so present in the article, stated plainly and correctly, or at all, on each or any label affixed to the bottle containing the article.

On June 22, 1920, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$10 and costs.

622. Adulteration and misbranding of "Dry Powdered Arsenate of Calcium and Lead." U. S. v. Sherwin-Williams Co. Plea of guilty. Fine, \$50 and costs. (I. & F. No. 774. Dom. No. 14218.)

On February 6, 1920, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against the Sherwin-Williams Co., a corporation, Kensington, Ill., alleging the shipment by the said company, on May 3, 1918, from the State of Illinois into the State of Nebraska, of a quantity of an article, contained in 26 cans, labeled "Dry Powdered Arsenate of Calcium and Lead," which was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that statements borne on the labels affixed to the cans containing the article purported and professed that the standard and quality of the article were such that the article did contain calcium arsenate in the proportion of 33 per centum, that the article contained total arsenic (expressed as per centum of metallic arsenic) in a proportion not less than 13 per centum, and that the article contained lead arsenate in the proportion of 2 per centum, whereas, the strength and purity of the article fell below the said professed standard and quality under which it was sold, in that, in fact and in truth, the article contained calcium arsenate in a proportion less than 33 per centum, and the article contained arsenic (expressed as per centum of metallic arsenic) in a proportion less than 13 per

centum, and the article contained lead arsenate in a proportion greater than 2 per centum.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that a statement borne on the labels affixed to the cans represented that the article contained calcium arsenate in the proportion of 33 per centum, that the article contained total arsenic (expressed as per centum of metallic arsenic) in a proportion not less than 13 per centum, and that the article contained lead arsenate in the proportion of 2 per centum, whereas in fact and in truth, the article contained calcium arsenate in a proportion less than 33 per centum, the article contained total arsenic (expressed as per centum of metallic arsenic) in a proportion less than 13 per centum, and the article contained lead arsenate in a proportion greater than 2 per centum.

On June 22, 1920, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$50 and costs.

623. Adulteration and misbranding of "Forma-Germkill Fumigator No. 1."
U. S. v. Central City Chemical Co. Plea of guilty. Fine, \$25 and costs. (I. & F. No. 780. Dom. No. 14372.)

On February 3, 1920, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against the Central City Chemical Co., a corporation, Chicago, Ill., alleging the shipment by the said company, on July 1, 1918, from the State of Illinois into the State of Ohio, of a quantity of an article, contained in 36 cartons, labeled "Forma-Germkill Fumigator No. 1," which was an adulterated and misbranded fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that a statement borne on the labels affixed to the cartons purported and professed that the standard and quality of the article were such that the article contained formaldehyde, a substance which does and did prevent, destroy, repel, and mitigate fungi, to wit, pathogenic and putrefactive bacteria, in a proportion not less than 72 per centum, whereas, the strength and purity of the article fell below the said professed standard and quality, in that the article contained formaldehyde, a substance which does and did prevent, destroy, repel and mitigate fungi, to wit, pathogenic and putrefactive bacteria, in a proportion less than 72 per centum.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels affixed to the cartons containing the article represented that the article contained an active ingredient, to wit, formaldehyde, which does and did prevent, destroy, repel and mitigate fungi, to wit, pathogenic and putrefactive bacteria, in a proportion not less than 72 per centum, and that the article contained inert ingredients, to wit, substances and ingredients which do not and did not prevent, destroy, repel or mitigate fungi, to wit, pathogenic and putrefactive bacteria, in a proportion not greater than 28 per centum, whereas in truth and in fact, the article contained an active ingredient, to wit, formaldehyde, which does and did prevent, destroy, repel and mitigate fungi, to wit, pathogenic and putrefactive bacteria, in a proportion less than 72 per centum, and the article contained inert ingredients, to wit, ingredients or substances which do not and

did not prevent, destroy, repel, or mitigate fungi, to wit, pathogenic and putrefactive bacteria, in a proportion more than 28 per centum; and in this, that a statement, borne on a printed circular enclosed in each of the cartons of the article and referred to on the labels affixed to the cartons, represented that the article contained formaldehyde in a proportion not less than 72 per centum, whereas in truth and in fact, the article contained formaldehyde in a proportion less than 72 per centum.

On June 22, 1920, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$25 and costs.

624. Adulteration and misbranding of "Forma-Germkill Fumigator No. 11." U. S. v. Central City Chemical Co. Plea of guilty. Fine, \$25 and costs. (I. & F. No. 781. Dom. No. 14373.)

On January 30, 1920, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against the Central City Chemical Co., Chicago, Ill., alleging shipment by the said company, on July 1, 1918, from the State of Illinois into the State of Ohio, of a quantity of an article, contained in 36 cartons, labeled "Forma-Germkill Fumigator No. 11," which was an adulterated and misbranded fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that a statement borne on the labels affixed to the cartons purported and professed that the standard and quality of the article were such that the article contained formaldehyde, a substance which does and did prevent, destroy, repel and mitigate fungi, to wit, pathogenic and putrefactive bacteria, in the proportion of 72 per centum, whereas, the strength and purity of the article fell below the said professed standard and quality in that the article contained formaldehyde, a substance which does and did prevent, destroy, repel and mitigate fungi, to wit, pathogenic and putrefactive bacteria, in a proportion less than 72 per centum.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels affixed to the cartons containing the article represented that the article contained an active ingredient, to wit, formaldehyde, which does and did prevent, destroy, repel and mitigate fungi, to wit, pathogenic and putrefactive bacteria, in a proportion not less than 72 per centum, and that the article did contain inert ingredients, to wit, substances and ingredients which do not and did not prevent, destroy, repel or mitigate fungi, to wit, pathogenic and putrefactive bacteria, in a proportion not greater than 28 per centum, whereas in truth and in fact, the article contained an active ingredient, to wit, formaldehyde, which does and did prevent, destroy, repel, and mitigate fungi, to wit, pathogenic and putrefactive bacteria, in a proportion less than 72 per centum, and the article contained inert ingredients, to wit, substances and ingredients which do not and did not prevent, destroy, repel, or mitigate fungi, to wit, pathogenic and putrefactive bacteria, in a proportion greater than 28 per centum. Misbranding of the article was alleged further in that a statement borne in a printed circular inclosed in each of the cartons containing the article represented that the article contained moisture in an average proportion of 25 per centum, and that the article contained formaldehyde in a proportion not less than 72 per centum, whereas in truth and in fact, the article contained moisture in an average proportion greater than 25 per centum, and the article contained formaldehyde in a proportion less than 72 per centum.

On June 22, 1920, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$25 and costs.

625. Misbranding of "Lilac Powder." U. S. v. Harry P. Cook (Mercer Chemical Co.). Plea of guilty. Defendant discharged upon payment of costs (I. & F. No. 813. Dom. No. 14213.)

On March 6, 1920, the United States Attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the said district an information against Harry P. Cook, trading and doing business under the name and style of Mercer Chemical Co., at Chicago, Ill., alleging the shipment by the said defendant, on August 8, 1918, from the State of Illinois into the State of Colorado, of a quantity of an article, contained in 144 cartons, labeled "Lilac Roach Powder," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels affixed to the cartons containing the article represented that the article contained arsenate of lime, whereas in fact and in truth, the article did not contain any arsenate of lime whatever; and in this, that statements borne on the labels affixed to the cartons containing the article represented that the article, when used and applied in the method and manner as indicated and directed by the said statements, would be poisonous to all kinds of bugs, would kill all kinds of caterpillars, and would kill and would exterminate all kinds of insects and all kinds of insect life, whereas in fact and in truth, the article, when used and applied in the method and manner as indicated and directed, would not be poisonous to all kinds of bugs, would not kill all kinds of caterpillars, would not kill and would not exterminate all kinds of insects and all kinds of insect life. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than pyrethrum powder, which said inert substances and ingredients did not and do not prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of each and every one of the said inert ingredients so present in the article were not stated plainly and correctly on each or any of the cartons containing the article or on each or any label thereon, nor in lieu of the names and the percentage amounts of the said inert ingredients, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients present in the article, stated plainly and correctly on each or any of the cartons containing the article or on each or any label thereon.

On June 22, 1920, the defendant entered a plea of guilty to the information, and the cause was dismissed upon the payment of the costs of the proceeding

